



SOUTHERN EDUCATIONAL STRATEGIES, LLC
262 GERMAN OAK DRIVE, SUITE A
MEMPHIS, TENNESSEE 38018

Mayor Russell Wiseman
Town of Arlington
5854 Airline Road
Arlington, Tennessee 38002

**RE: Consultant Scope of Services Agreement for a
Municipal School District Feasibility Study**

Dear Mayor Wiseman:

Enclosed please find two copies of a Consultant Scope of Services Agreement from Southern Educational Strategies, LLC to provide a Feasibility Study regarding the potential creation of a Tennessee public municipal school district to serve the Town of Arlington, Tennessee.

The founding partners and associates of Southern Educational Strategies, LLC appreciate the opportunity to submit this proposal for consideration by the Mayor and Board of Aldermen of the Town of Arlington.

Sincerely,

A handwritten signature in cursive script that reads "Tim Fite".

Tim Fite, Ed.D., President

Southern Educational Strategies, LLC

CC: Charles R. Perkins, Esq.

Ed Haley, Town Superintendent

Southern Educational Strategies, LLC
Scope of Services Proposal to the Town of Arlington, Tennessee
August 29, 2011

- I. Southern Educational Strategies, LLC (herein known as Consultant) offers its services to be engaged by the Town of Arlington, Tennessee (herein known as Town) as an independent contractor to perform a study regarding the feasibility of the Town establishing a public Tennessee municipal school district which would afford to K-12 grade school-aged residents of the Town educational opportunities, to include both scholastic and extra-curricular activities, that at a minimum are comparable to the educational opportunities provided by the public school district that currently serves the residents of the Town of Arlington.

II. Scope of Services

The Scope of Services to be provided by Consultant is as follows:

A. Feasibility Study

Following consultation with the Mayor and/or the Mayor's designee to determine the Town's current and anticipated needs and requirements, Consultant will:

- 1) perform through sub-consultants an analysis of legal and regulatory requirements and issues that may reasonably be expected to arise should the Town choose to establish a public Tennessee municipal school district;
- 2) provide an overview of the essential academic program and operational program requirements that the Town could reasonably anticipate to encounter should the Town choose to establish a public Tennessee municipal school district along with suggested courses of action to successfully meet those requirements;
- 3) provide the Town with an analysis of the fiscal requirements, and a 2011 estimate of the total annual operational revenues and expenditures (priced at a current dollar value) that the Town could reasonably expect to receive and incur should the Town choose to establish a public Tennessee municipal school district.

B. Written Report

Consultant will provide a written report of its Feasibility Study to the Mayor and Town Superintendent of the Town of Arlington.

III. Consultation and Follow-Up

Following the submission of Consultant's written report of the Feasibility Study, Consultant will meet on up to three (3) occasions (or more, if mutually agreed), at a mutually agreeable time and place and for a reasonable period of time, with the Mayor, Aldermen, resident citizens and such other officials and employees of the Town as the Mayor may select. The purpose of such meetings will be for the Consultant to answer such questions as attendees on behalf of the Town may have regarding matters addressed in the written report of the Feasibility Study.

IV. Proprietary Nature of Written Report of the Feasibility Study

The Town recognizes that Consultant is in the business of providing to its clients, including governmental entities and school systems, information and analyses such as will appear in the written report of the Feasibility Study. The Town further recognizes that use of such information and analyses as will appear in the written report by entities with whom Consultant has not entered into a contractual relationship would be detrimental to Consultant's business. Therefore, the Town agrees that Consultant may state in its written report of the Feasibility Study that information contained therein which is the creation and product of the intellectual efforts of Consultant and/or its sub-consultants is proprietary to Consultant and has been provided for the sole and exclusive use of the Town.

V. Completion Date

Consultant will complete the Feasibility Study and submit its written report of that Study to the Town on or before January 16, 2012. The meetings described in paragraph III. above will occur following that date.

VI. Compensation

- A. A guaranteed maximum not-to-exceed fee of \$54,000.00 (hereinafter, "Fee") will be paid by the Town to the Consultant for the services described herein above.
- B. An initial payment of one-third (1/3) of the Fee, or \$18,000.00, will be paid by the Town to the Consultant within five (5) business days following the execution of the Consulting Services Agreement.
- C. An intermediate payment of one-third (1/3) of the Fee, or \$18,000.00, will be paid by the Town to the Consultant within five (5) business days following submission of the written report of the Feasibility Study.

- D. The final payment of one-third (1/3) of the Fee, or \$18,000.00, will be paid by the Town to the Consultant on or before February 16, 2012.
- E. Once paid, the initial payment of one-third (1/3) of the Fee, or \$18,000.00, described in paragraph A above is non-refundable. In the event the Town terminates this Services Agreement prior to the Completion Date, compensation owed Consultant will be based upon work rendered to the date of termination as a percentage of total work involved in the Scope of Services, provided that more than one-third (1/3) of the total work has been rendered. Thus, if termination occurs at a point at which one-third (1/3) of the work or less has been performed, Contractor shall retain the full initial payment of one-third (1/3) of the Fee, or \$18,000.00. If termination occurs after more than one-third (1/3) of the work has been performed, the percentage of work that has been performed will be applied to the Fee. That percentage of the Fee less the initial one-third (1/3) payment, or \$18,000.00, will be the compensation owed Consultant. The compensation owed Consultant will be paid within five (5) business days of Consultant's submission of an invoice which will identify the percentage of work that had been performed as of the date of termination and the calculation of percentage of the Fee Consultant is owed.
- F. Should Town elect to engage Consultant to provide services which are outside the Scope of Services set forth in paragraph II. above, it is agreed that Consultant will render those services on an hourly rate basis, with the hourly rate charge ranging from One Hundred Seventy-Five Dollars (\$175.00) to Two Hundred Twenty-Five Dollars (\$225.00) per Consultant, depending upon the type of consulting services requested. It is further agreed that hourly rate billing for such services will be invoiced after the end of the month in which the services are rendered, and that payment will be made to Consultant within ten (10) business days of the Town's receipt of Consultant's invoice.

Submitted on August 29, 2011

By: Tim Fite
Dr. Tim Fite,
President, Southern Educational Strategies, LLC